

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE:

JEANNIE RIVERA FIGUEROA

Debtor(s)

BANCO POPULAR PUERTO RICO - MORTGAGE
DIVISION

Movant

JEANNIE RIVERA FIGUEROA
and Chapter 13 Trustee,
ALEJANDRO OLIVERAS RIVERA

Respondent(s)

CASE NO. 12-04831 ESL

CHAPTER 13

11 USC 362 d(1) d(2)

Relief from stay for cause

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

Comes now, BANCO POPULAR PUERTO RICO - MORTGAGE DIVISION, secured creditor, represented by the undersigned attorney who respectfully pray and state as follows:

1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
3. In this case, an Order for Relief was entered on June 21, 2012.
4. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for \$108,000.00, bearing interest of 6.5%, due on October 01, 2034. Exhibit A-1.
5. Since the filing date, debtor account has accumulated **Post Petition** arrears as described in Exhibit (A) of this motion, Verified Statement in compliance with LBR 4001-1(d)(3) **and any other arrears that continue to accrue up to the date all post petitions arrears are paid.**
6. Movant argues that considering what is here in above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), supra, since debtor has failed to make post petition payments accordingly.

Included as Exhibit (B), is movant Verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and a Department of Defense Manpower Data Center Military Status Report.

7. Said default deprive movant to have its security interest protected as provided under the Bankruptcy Code.

8. If an order is entered granting the relief herein requested, the Chapter 13 Trustee shall be allowed to discontinue disbursements, if any were pending to the secured claim related to the note referred to in this motion an Exhibit A.

9. Movant hereby requests that an order lifting the automatic stay be entered in its favor and that such order constitutes an authorization for the trustee to conclude disbursements regarding Movant's claim.

WHEREFORE, movant prays for an Order granting the Relief from Stay as requested.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will sent notification of such filing to debtor(s) attorney and to ALEJANDRO OLIVERAS RIVERA, US Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participant to debtor(s) at theirs address of record in this case.

In San Juan, Puerto Rico, on the *15* day of December, 2016.

CARDONA JIMENEZ LAW OFFICES, PSC
Attorney for BANCO POPULAR PUERTO RICO -
MORTGAGE DIVISION
PO Box 9023593
San Juan, PR 00902-3593
Tels: (787) 724-1303, Fax No. (787) 724-1369
E-mail: jf@cardonalaw.com

s/José F. Cardona Jiménez, USDC PR 124504
jf@cardonalaw.com

BANCO POPULAR DE PUERTO RICO

Request for Legal Action

EXHIBIT - A

TO: **Cardona - Jimenez Law Office**

Loan Number: 8992

Debtor: JEANNIE RIVERA FIGUEROA

Debtor:

BKR #: 12-04831

Date Filed: 06/21/12

Total Payments Due: 4

Pre-Petition: 1

Post-Petition: 3

Post-Petition Arrears:

3	Months @	712.00	2,136.00
0	Months @	0.00	0.00
0	Months @	0.00	0.00
3	Late Charges @	28.48	85.44

SUBTOTAL \$2,221.44

Attorney Fees 409.00

Inspections 0.00

Filing Fees 181.00

Other Charges 392.98

TOTAL \$3,204.42

NOTE:

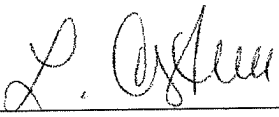
All installment payments must be made up to the current month, including legal fees and late charges.

DUE DATE: 09/01/16

PRINCIPAL BALANCE \$86,632.02

Document Page 4 of 18

STATEMENT OF ACCOUNT

DEBTOR:		JEANNIE RIVERA-FIGUERO		BPPR NUM:		xxxxxx8992		
BANKRUPTCY NUM:		12-04831		FILING DATE:		06/21/12		
SECURED LIEN ON REAL PROPERTY								
Principal Balance as of		09/01/16				86,632.02		
Accrued Interest from		08/01/16 to 12/31/16				2,314.14		
Interest:	6.500%	Accrued num. of days:	150	Per Diem:	15.427620			
Monthly payment to escrow								
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00			
Flood	\$0.00	Life	\$0.00					
Total montly escrow		\$0.00	Months in arrears	5	Escrow in arrears	0.00		
					Accrued Late Charge:	507.33		
					Projected Late Charges:	0.00		
Advances Under Loan Contract:								
Title Search	\$50.00	Tax Certificate	\$0.00	Inspection	\$0.00	Escrow Advance	\$0.00	
Other	\$0.00						50.00	
Legal Fees:							75.00	
Total Estimate due as of		12/31/16				89,578.49		
AMOUNT IN ARREARS								
PRE-PETITION AMOUNT:								
1	payments of	\$752.00	each one					752.00
accumulated lated charges							28.91	
Advances Under Loan Contract:								
Title Search	\$50.00	Tax Certificate	\$0.00	Inspection	\$0.00	Escrow Advance	\$0.00	
Other	\$0.00						50.00	
Legal Fees:							75.00	
A = TOTAL PRE-PETITION AMOUNT							905.91	
POST-PETITION AMENDED:								
0	payments of	\$0.00	each one					0.00
Late Charge							0.00	
Post Petition Legal Fees							0.00	
B = TOTAL POST-PETITION AMOUNT							0.00	
POST-PETITION AMOUNT:								
3	payments of	\$712.00	each one					2,136.00
Late Charge							478.42	
Post Petition Legal Fees							580.00	
C = TOTAL POST-PETITION AMOUNT							3,194.42	
TOTAL AMOUNT IN ARREARS							4,100.33	
OTHER INFORMATION								
Next pymt due	09/01/16	Interest rate	6.500%	P & I	\$682.63	Monthly late charge	\$28.48	
Investor	Banco Popular de Puerto Rico		Property address	GG10 EXT VILLAS BUENA YABUCOA PR 00767				
<p>The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.</p> <p></p>								
BANCO POPULAR DE PUERTO RICO						12/14/16 DATE		



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-5888
TSEARCH@LORDTITLE.COM

Notice:

CASE: CARDONA JIMENEZ LAW OFFICES Lirydel Bankruptcy #12-04831

RE: Jeannie Rivera Figueroa BPPR 9896

PROPERTY NUMBER: #16,757 recorded at page mobil of volume 267 of Yabucoa Property Registry of Humacao.

DESCRIPTION: URBANA: Solar radicado en la Urbanización Extensión Villa de Buenaventura, situada en el Barrio Aguacate del término municipal de Yabucoa, Puerto Rico, que se describe en el plano de inscripción de la Urbanización: Solar GG-10 de la calle 4 con un área de 313.875 metros cuadrados. En lindes por el Norte en dos alineaciones una de 12.191 metros lineales con el solar GG-5 y otra de 0.59 metros lineales con el solar GG-6; por el Sur en una distancia de 13.50 metros lineales, con la calle #4 de la urbanización; por el Este en una distancia de 23.25 metros lineales con el solar GG-9 y por el Oeste en una distancia de 23.25 metros lineales con el solar GG-11. Enclava una casa de concreto para una familia.

ORIGIN: Main Property #2,572 recorded at page mobil of volume 267 of Yabucoa

FEE SIMPLE: Title is vested in favor of **JEANNIE RIVERA FIGUEROA**, single who acquired for the purchase price of \$108,000.00 from Alexis Miguel Julbe Méndez and his wife Marilys López Rodríguez, pursuant to Deed #526 executed in Caguas on September 30, 2004 before Notary Public Carlos R. Garriga Blanco, recorded at page 45 of volume 280 of Yabucoa, property #16,757 and inscription 3rd.

ENCUMBRANCES: By its origin: Easements

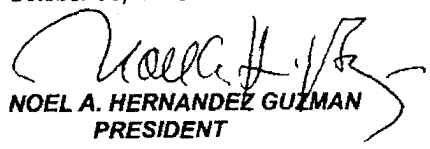
BY ITSELF: Mortgage constituted guaranteeing a note in favor of RG Mortgage Corp. and/or its assigns for the amount of \$108,000.00 at 6 ½% interest yearly, due on October 1, 2034, constituted pursuant to Deed #527 executed in Caguas on September 30, 2004 before Notary Public Carlos R. Garriga Blanco recorded at page 45 of volume 280 of Yabucoa, property #16,757, Inscription 4th and last.

NOTE: NEW INFORMATION SUBMITTED TO THE PROPERTY REGISTRY, MAY TAKE A FEW DAYS TO BE REFLECTED INTO THE AGORA ELECTRONIC SYSTEM. WE ARE NOT LIABLE FOR ERRORS AND / OR OMISSIONS CREATED BY THIS SITUATION.

Run for states attachments, including Law #12 of 2010 and federal attachments, judgments and Electronic Daily Log (Agora System).

October 30, 2012

1210-0874


NOEL A. HERNANDEZ GUZMAN
PRESIDENT

39-b

THIS IS NOT A TITLE INSURANCE POLICY AND SHOULD NOT BE RELIED UPON AS SUCH. LIABILITY FOR THIS TITLE SEARCH AND TO REPAIR AND FOR THE PROTECTION OF THE PROPERTY SHOULD REQUIRE A TITLE INSURANCE POLICY.

Commonwealth of Puerto Rico

FHA Case No.63003582496073

MORTGAGE NOTE
PAGARE HIPOTECARIO

US \$ 108,000.00

Caguas, Puerto Rico
September 30, 2004

1. "Borrower" means each person signing at the end of this Note, and the person's successors
1. "Deudor Hipotecario" significa cada persona que firma al final de este Pagare y sus sucesores y cesionarios.

and assigns. "Lender" means R&G MORTGAGE CORPORATION
"Acreedor Hipotecario" significa R&G MORTGAGE CORPORATION

and its successors and assigns.
y sus sucesores y cesionarios.

2. In return for a loan received from Lender, Borrower promises to pay the principal
2. A cambio de un préstamo recibido del Acreedor Hipotecario, el Deudor Hipotecario se obliga a pagar la cantidad

SUM OF ONE HUNDRED EIGHT THOUSAND AND 00/100
principal de

Dollars (U.S. \$ 108,000.00), plus interest, to the order of the Lender. Interest
Dólares (U.S. \$ 108,000.00), más intereses, a la orden del Acreedor Hipotecario. Se

will be charged on unpaid principal, from the date of disbursement of the loan proceeds
cargará intereses sobre el principal adeudado, desde la fecha en que el Acreedor Hipotecario desembolse el producto

by Lender, at the rate of SIX AND 50000/100000
del préstamo, a razón de -

percent (6.50000 %) per year until the full amount of principal has been paid.
por ciento (6.50000 %) anual hasta que el principal haya sido totalmente pagado.

3. Borrower's promise to pay is secured by a mortgage that is dated the same date as
3. La obligación de pagar del Deudor Hipotecario está garantizada por una hipoteca, otorgada en la misma fecha

this Note and called the "Security Instrument." The Security Instrument protects the Lender from
de este Pagare, denominada "Hipoteca". La Hipoteca protege al Acreedor Hipotecario de pérdidas que podrían

losses which might result if Borrower defaults under this Note.
resultar si el Deudor Hipotecario incumpliere con los términos de este Pagare.

4. (A) Borrower shall make a payment of principal and interest to Lender on the first
4. (a) El Deudor Hipotecario hará un pago de principal más intereses, al Acreedor Hipotecario, el

day of each month beginning on November, 2004 Any principal and
primer día de cada mes, comenzando en noviembre de 2004 Cualquier principal más

interest remaining on the first day of October, 2034, will be due on that date.
intereses adeudados al día primero de octubre, 2034, vencerá en esa misma fecha

which is called the maturity date.
que es denominada la fecha de vencimiento.

FHA FORM NO. 9172
Puerto Rico Revised August 1996

(B) Payment shall be made at the address notified to Borrower at closing or at such place as Lender may designate in writing by notice to Borrower.
(B) El pago será efectuado en la dirección notificada al Deudor Hipotecario en el cierre o en cualquier otro lugar que el Acreedor Hipotecario designe por escrito con notificación al Deudor Hipotecario.

(C) Each monthly payment of principal and interest will be in the amount of
(c) Cada pago mensual de principal más intereses será por la cantidad de
SIX HUNDRED EIGHTY-TWO AND 63/100

(U.S.\$ 682.63). This amount will be part of a larger monthly payment required by the
(U.S.\$ 682.63). Esta cantidad es parte de un pago mensual mayor, requerido por la

Security Instrument, that shall be applied to principal, interest and other items in the order
Hipoteca que será aplicado al principal, intereses y a otros conceptos en el orden descrito en la

described in the Security Instrument.
Hipoteca.

5. Borrower has the right to pay the debt evidenced by this Note, in whole or in part,
5. El Deudor Hipotecario tiene el derecho de pagar la deuda evidenciada por este Pagaré, total o

without charge or penalty, on the first day of any month,
parcialmente, sin recargo ni penalidad, el primer día de cualquier mes.

Lender shall accept prepayment on other days provided that Borrower pays interest on the amount
El Acreedor Hipotecario aceptará el prepago cualquier otro día siempre que el Deudor Hipotecario pague intereses en la

prepaid for the remainder of the month to the extent required by Lender and permitted by
cantidad pagada por el resto del mes requerido por el Acreedor Hipotecario y permitido por la reglamentación del

regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in
Secretario. Si el Deudor Hipotecario hace pagos parciales, no habrá cambios en la fecha de vencimiento o la cantidad de

the due date or in the amount of monthly payment unless Lender agrees in writing to those
pago mensual a menos que el Acreedor Hipotecario acepte los cambios por escrito.

changes.

6. (A) If Lender has not received the full monthly payment required by the Security Instrument,
6. (A) Si el Acreedor Hipotecario no hubiere recibido el pago total mensual requerido por la Hipoteca,

as described in Paragraph 4(C) of this Note, by the end of fifteen (15) calendar days
tal como se describe en el párrafo 4(C) de este Pagaré, al cabo de quince (15) días calendario después

after the payment is due, Lender may collect a late charge in the amount of four percent
del vencimiento del pago, el Acreedor Hipotecario podrá cobrar un recargo por demora en la cantidad de

(4.00%) of the overdue amount of each payment.
un cuatro por ciento (4.00%) de la suma atrasada de cada pago.

(B) If Borrower defaults by failing to pay in full any monthly payment, then Lender
(B) Si el Deudor Hipotecario incumpliere por no efectuar el pago completo de cualquier pago mensual,

may, except as limited by regulations of the Secretary in the case of payment defaults,
entonces, el Acreedor Hipotecario podrá, sujeto a las limitaciones reglamentarias del Secretario para el

require immediate payment in full of the principal balance remaining due and all
caso de incumplimiento por falta de pago, exigir el pago total inmediato del saldo impagado del

accrued interest. Lender may choose not to exercise this option without waiving its
principal y de todos los intereses acumulados. El Acreedor Hipotecario podrá elegir no ejercitar esta

rights in the event of any subsequent default. In many circumstances regulations issued
opción sin renunciar a sus derechos en caso de cualquier incumplimiento subsiguiente. En muchas

by the Secretary will limit Lender's rights to require immediate payment in full in the circumstances las regulaciones emitidas por el Secretario limitan los derechos del Acreedor Hipotecario case of payment defaults. This Note does not authorize acceleration when not permitted para exigir el pago total inmediato por incumplimiento en el pago de plazos vencidos. Este Pagare no by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and autoriza la aceleración de su vencimiento cuando los reglamentos de HUD no lo permitan. Tal como se usa en este Pagare, la Urban Development or his or her designee. palabra "Secretario" significa el Secretario del Departamento de Desarrollo Urbano y Vivienda de los Estados Unidos de América o su representante.

(C) If Lender has required immediate payment in full, as described above, Lender may (C) Si el Acreedor Hipotecario ha exigido el pago total inmediato, según se describe anteriormente, require Borrower to pay costs and expenses including reasonable and customary podrá requerirle al Deudor Hipotecario que pague costas y gastos, incluyendo honorarios de abogado attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees razonables y acostumbrados, hasta el máximo por la ley aplicable para exigir el cumplimiento de este Pagare. Dichos and costs shall bear interest from the date of disbursement at the same rate as the principal of this honorarios, costas y gastos devengarán intereses, desde el día de su desembolso, al mismo tipo que el principal de este Pagare. Note.

7. Borrower and any other person who has obligations under this Note waive the rights 7. El Deudor Hipotecario y cualquier otra persona que esté obligada bajo este Pagare, renuncian a los derechos de of presentment and notice of dishonor. "Presentment" means the right to require presentación y aviso de rechazo. "Presentación" significa el derecho de requerirle al Acreedor Lender to demand payment of amounts due. "Notice of Dishonor" means the right Hipotecario que demande el pago de las cantidades vencidas. "Aviso de Rechazo" significa el derecho de to require Lender to give notice to other persons that amounts due have not been requerirle al Acreedor Hipotecario notificar a otras personas que las cantidades vencidas no han paid. sido pagadas.

8. Unless applicable law requires a different method, any notice that must be given to 8. Salvo que el Derecho aplicable requiera un método distinto, cualquier notificación que deba hacerse al Borrower under this Note will be given by delivering it or by mailing it by first class Deudor Hipotecario bajo este Pagare se hará mediante entrega o por correo de primera clase, dirigida mail to Borrower at the Property address below or at a different address if Borrower al Deudor Hipotecario, a la dirección de la Propiedad abajo indicada o a una dirección diferente, si el has given Lender a notice of Borrower's different address. Deudor Hipotecario le ha notificado al Acreedor Hipotecario de una dirección diferente.

Any notice that must be given to Lender under this Note will be given by first class Cualquier notificación que se deba hacer al Acreedor Hipotecario bajo este Pagare le será hecha por mail to Lender at the address stated in Paragraph 4(B) or at a different address if correo de primera clase a la dirección expresada en el Párrafo 4(B) o a una dirección diferente si el Borrower is given a notice of that different address. Deudor Hipotecario le ha sido notificada una dirección diferente.

9. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay todos los compromisos contraidos en este Pagaré, incluyendo el de pagar la cantidad total adeudada. the full amount owed. Any person who is a guarantor, surety or endorser of this Note Cualquier persona que sea garantizadora, fiadora o endosante de este Pagaré, está también obligada a is also obligated to do these things. Any person who takes over these obligations, cumplir lo estipulado. Cualquier persona que asuma estas obligaciones, incluyendo las obligaciones de un including the obligations of a guarantor, surety or endorser of this Note, is also garantizador, fiador o endosante de este Pagaré, también está obligada a cumplir todos los compromisos obligated to keep all of the promises made in this Note. Lender may enforce its rights contraídos en el mismo. El Acreedor Hipotecario podrá hacer valer sus derechos bajo este Pagaré en under this Note against each person individually or against all signatories together. Any contra de cada persona individualmente o en contra de todos los signatarios conjuntamente. A cualquier one person signing this Note may be required to pay all of the amounts owed under this suscribiente de este Pagaré le podrá ser requerido el pago de todas las cantidades adeudadas bajo el Note. mismo.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants
AL SUSCRIBIR este Pagaré el Deudor Hipotecario acepta y está de acuerdo con los términos y pactos

contained in this Note.
contenidos en el mismo.

This Note is secured by a mortgage executed by Deed number 527-----of this same
Este Pagaré está garantizado por Hipoteca constituida por la Escritura Número ----- otorgada en esta
date before the subscribing Notary.
misma fecha ante el Notario suscribiente.

In CAGUAS, Puerto Rico, on September 30, 2004
En CAGUAS, Puerto Rico, a 30 de septiembre de 2004

JEANNIE RIVERA FIGUEROA
JEANNIE RIVERA FIGUEROA

10 GG URB EXT VILLAS BUENA VENTURA
XYABUCOA PR 00767-0000

Property Address
Dirección de la Propiedad

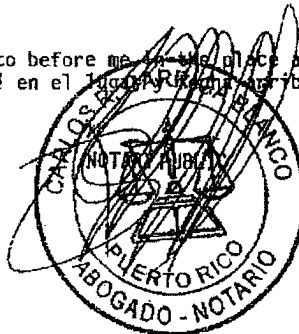
Borrower(s)
Deudor(es) Hipotecario(s)

Affidavit Number 7,511
Afidavit Número:

---Acknowledged and subscribed to before me in the place and date above mentioned.---
---Reconocido y suscrito ante mí en el lugar y fecha arriba indicados.---

PAY TO THE ORDER OF
PRPR

WITHOUT RECOURSE
R-C MORTGAGE CORP.



Pay to the order of
without recourse
BANCO POPULAR DE PUERTO RICO
[Signature]

---Hoy día 30 de septiembre de
2004, expedí primera copia
certificada a petición de
R & G MORTGAGE CORPORATION.---

---DOY FE---

NOTARIO PÚBLICO

CASE NO. 63003582496073

---NUMBER FIVE HUNDRED TWENTY SEVEN (527)---

---Número---

---FIRST MORTGAGE---

---PRIMERA HIPOTECA---

---In Caguas---, Commonwealth of Puerto
---En---, Estado Libre Asociado de

Rico, this thirtieth (30th.)--- day of September, Two---
Puerto Rico, al--- de--- de

Thousand Four (2004).---

---BEFORE ME---

---ANTE MI---

---CARLOS R. GARRIGA BLANCO---, Notary Public in
---, Notario Público de

Puerto Rico, with offices at San Juan,---
Puerto Rico, con oficinas en---

and residence in Guaynabo---, Puerto Rico.
y residencia en---, Puerto Rico.

---APPEAR---

---COMPARECEN---

---The parties mentioned in Paragraphs Ninth and
---Las partes nombradas en los Párrafos Noveno y Décimo de esta

Tenth of this Deed, hereinafter called the "Bor-
Escritura, denominadas de aquí en adelante "Deudor Hipotecario"

rower" and the "Lender", whose personal circum-
y "Acreedor Hipotecario", cuyas circunstancias personales apa-

stances are set forth in said paragraphs.---
recen en dichos párrafos.---

---The appearing parties assure me that they are
Asegúranme los comparecientes hallarse en el pleno goce de sus

in the full exercise of their civil rights without
derechos civiles, sin que me conste nada en contrario, y

anything to the contrary being known to me, and
teniendo a mi juicio la capacidad legal necesaria para este

being in my judgment legally competent to execute
otorgamiento, libremente---

this document, they freely---

---STATE AND COVENANT---

---DECLARAN Y CONVIENTEN---

FIRST: That the Borrower is the owner of the
PRIMERO: Que el Deudor Hipotecario es dueño de la propiedad o

property or properties described in Paragraph
propiedades descritas en el Párrafo Octavo de esta Escritura,

Eighth of this Deed, hereinafter called the "Prop-
denominada en lo sucesivo la "Propiedad" y tiene el derecho

erty" and has the right to mortgage the Property;
de hipotecar la Propiedad, que la Propiedad está libre de

that the Property is unencumbered, except for
cargas y gravámenes, excepto por las cargas inscritas y que el

encumbrances of record and that the Borrower will
Deudor Hipotecario garantizará y defenderá su título a la Pro-
warrant and defend the title to the Property
piedad contra toda reclamación y demanda.

against all claims and demands.

SECOND: That as evidence of a loan received from
SEGUNDO: Que como evidencia de un préstamo recibido del Acre-

Lender; the Borrower as of this date has sub-
dor Hipotecario, el Deudor Hipotecario ha suscrito en esta

scribed a promissory note in the sum of ONE HUNDRED---
misma fecha un pagaré por la suma de

EIGHT THOUSAND---

Dollars (US \$108,000.00-----) with interest at
Dólares (US \$-----) con intereses a razón del

the rate of six and one half-----percent
-----por ciento (-----) anual,

(6 1/2---%) per annum until the total satisfaction
hasta el saldo total del mismo, pagadero a favor de

of the same, payable to R&G MORTGAGE CORPORATION,-----
o a su orden y

or its order, the principal
pagadero el principal e intereses en plazos mensuales

and interest being payable in monthly installments
de

of SIX HUNDRED EIGHTY TWO DOLLARS AND SIXTY THREE CENTS-----

Dollars (US \$682.63-----) commencing on the first
Dólares (US \$-----) comenzando el día primero de

day of November, Two Thousand Four (2004)-----

-----and a like amount on the first day of each
-----e igual cantidad en cada uno de los días primero de

succeeding month until full payment of the debt,
cada mes subsiguiente hasta el pago total de la deuda, la cual

which if not paid earlier, will be totally due and
si no es pagada antes, será totalmente vencida y pagadera el

payable on the first day of October-----, Two
primer día de -----del

Thousand Thirty Four----- (2034--) authenticated by
Dos Mil ----- (20 ---) autenticado por el

the authorizing Notary, as per Affidavit Number----
Notario autorizante, bajo Affidavit Número -----

SEVEN THOUSAND FIVE HUNDRED ELEVEN (7,511).-----

THIRD: In order to guarantee the total and com-
TERCERO: Con el propósito de garantizar el total y completo

plete payment of the debt as evidenced by the
pago de la deuda que evidencia el pagaré descrito anteriormente,

above described promissory note, as well as each
así como todas y cada una de las condiciones que el mismo con-

translations.

EIGHTH: Description and Registration Data of the
OCTAVO: Descripción y Datos de Inscripción de la Propiedad.

Property.

—URBANA: Solar radicado en la URBANIZACION EXTENSION VILLA DE BUENAVENTURA, situada en el Barrio Aguacate del término municipal de Yabucoa, Puerto Rico, que se describe en el Plano de Inscripción de la Urbanización con el número, área y colindancias que se relacionan a continuación: Solar Número GG guión Diez (GG-10) de la Calle Número Cuatro (4), con un área de TRESCIENTOS TRECE PUNTO OCHOCIENTOS SETENTA Y CINCO (313.875) METROS CUADRADOS. En lindes por el NORTE, en dos alineaciones, una de doce punto noventa y un (12.91) metros lineales, con el solar GG guión Cinco (GG-5), y otra de cero punto cincuenta y nueve (0.59) metros lineales, con el solar GG guión Seis (GG-6); por el SUR, en una distancia de trece punto cincuenta (13.50) metros lineales, con la Calle Número Cuatro (4) de la Urbanización; por el ESTE, en una distancia de veintitrés punto veinticinco (23.25) metros lineales, con el solar GG guión Nueve (GG-9); y por el OESTE, en una distancia de veintitrés punto veinticinco (23.25) metros lineales, con el solar GG guión Once (GG-11).

—Enclava una casa de concreto para una familia.

—Consta inscrito al folio móvil del tomo doscientos sesenta y siete (267) de Yabucoa, inscripción primera de la finca número dieciséis mil setecientos cincuenta y siete (16,757), Registro de la Propiedad de Puerto Rico, Sección de Humacao.

NINTH: Borrower (Notary's Personal Knowledge or
NOVENO: Deudor Hipotecario (Fe Notarial de Conocimiento Perso-

Form of Identification.-----
nal o Identificación).-----

-- JEANNIE RIVERA FIGUEROA, Seguro Social Número mayor
de edad, soltera, enfermera graduada y vecina de Humacao, Puerto Rico.-----

--Yo, el Notario, doy fe de haberme asegurado de la identidad del (de la) compareciente,
según requiere la ley Notarial en su artículo diecisiete (17) (c), mediante el examen que he
hecho de licencia de conducir número de JEANNIE RIVERA FIGUEROA,
expedida por el Estado Libre Asociado de Puerto Rico, la que contenía el retrato y firma de
dicho(a) otorgante y fue mostrada libre y voluntariamente por éste(a).-----

--Al representante del acreedor hipotecario doy fe de conocer personalmente y además,
doy fe de sus circunstancias personales y vecindad.-----

-----DOY FE.-----

TENTH: Lender (Notary's Personal Knowledge or
DECIMO: Acreeador Hipotecario (Fe Notarial de Conocimiento
Form of Identification). Lender is-----
Personal o Identificación). El Acreeador Hipotecario es -----

— **R & G MORTGAGE CORPORATION**, a Corporation duly organized under the Laws of the Commonwealth of Puerto Rico, and whose Federal Employer identification number is _____ and offices in San Juan, Puerto Rico, represented by **OSVALDO DELGADO FUENTES**, Social Security Number _____

of legal age, married, executive and resident in Trujillo Alto, Puerto Rico, as per Certificate of Corporate Resolution, dated July twenty fourth (24th.), nineteen ninety seven (1997), subscribed under affidavit number thirty three thousand fifteen (33,015), before Notary Public F. Vazquez Santoni.-----

OK

9

ELEVENTH: Homestead Rights Waiver. To further
UNDÉCIMO: Nogar Seguro, Renuncia. Para mayor garantía de pago
secure payment of the Note, Borrower, in confor-
del Pagaré, el Deudor Hipotecario, de conformidad con las leyes
mity with the laws of the Commonwealth of Puerto
del Estado Libre Asociado de Puerto Rico, expresamente renuncia
Rico, expressly waives in favor of Lender his
a favor del Acreedor Hipotecario su derecho de nogar seguro so-
homestead and property rights, with all of the
bre la Propiedad con todos los usos y derechos que en la actua-
uses and rights which he presently possesses or
lidad posea o que pueda poseer en el futuro, expresamente
may in the future possess therein, expressly waiv-
renunciando a favor del Acreedor Hipotecario todos sus títulos,
ing in favor of Lender all of his titles, rights
derechos e intereses de cualquier clase o descripción en la
and interests of any kind or description in the
Propiedad y en los edificios en ella construidos, que actual-
Property and in the buildings constructed thereon,
mente o en el futuro posea.
which he presently possesses or may in the future
possess.

-----ACCEPTANCE-----
-----ACEPTACION-----

---The appearing parties, Lender and Borrower,
---Los comparecientes, Acreedor y Deudor Hipotecario, aceptan
accept this Deed in its entirety and I, the
esta Escritura en su totalidad y Yo, el Notario, les hice las
Notary, made to the appearing parties the neces-
advertencias legales pertinentes a su otorgamiento. Yo, el
sary legal warnings concerning its execution. I,
Notario, advertí a los comparecientes de su derecho a tener
the Notary, advised the appearing parties as to
testigos presentes en este otorgamiento, a cuyo derecho renun-
their right to have witnesses present at this
ciaron. Luego de haber sido leída esta Escritura por los
execution, which right they waived. The appearing
comparecientes, la ratifican totalmente y confirman que las
parties, having read this Deed in its entirety,
declaraciones contenidas en la misma reflejan fiel y exacta-
fully ratify and confirm the statements contained
mente sus estipulaciones, pactos y convenios, por lo que los
herein as the true and exact embodiment of their
comparecientes firman esta Escritura ante mí, el Notario, y
stipulations, covenants and agreements, whereupon
escriben sus iniciales en todas y cada una de sus páginas.
the appearing parties sign this Deed before me,

the Notary, and place their initials on each and every page of this Deed.

---I, the Notary, do hereby certify and attest as
---Yo, el Notario, por la presente certifico y DOY FE de todo

to everything stated or contained in this Deed.
lo declarado y contenido en esta Escritura.

---SALVEDAD: En este estado del otorgamiento se declara:-----
---The Notary states that he has advised the appearing party(ies), that if the property object of this deed is subject to any Mortgage liens with priority over this mortgage, according to the agreement with the financing institution and the requirement of the Regulation number 5337, approved by the Office of the Commissioner of Financial Institution, the financing institution must retain from the funds generated by this mortgage loan a balance sufficient to pay and cancel said liens. That there is (are) a (some) check (s) which said Regulation number 5337 requires, the financing institution to remit to said creditor(s) in order to obtain the cancellation of said lien(s). Although there is no guaranty that this will be done. That the owner of the property being mortgaged pursuant to this deed has the right to request that such liens be cancelled concurrently with this financing, and that if said owner voluntarily waives such right the appearing parties have been advised and are aware of the risks and consequences if such lien(s) are not cancelled; and that under the provisions of the Truth in Lending Act, in such cases as these provisions are applicable, the financing institution has no obligation to disburse any of the proceeds of the loan secured by this mortgage until, in the appropriate cases, the mortgagee shall waive such right to rescind or until the period allowed for such rescission has expired. These warnings having been made, the appearing party(ies) have waived the right to require that said lien(s) be cancelled concurrently with this act.

---El Notario Autorizante hace constar el haber advertido al(los) compareciente(s) que de estar la propiedad objeto de esta escritura sujeta a algun gravamen hipotecario con prioridad a la hipoteca constituida mediante esta escritura, segun lo acordado con la institucion financiera y requerido con el Reglamento Numero 5337, promulgado por la Oficina del Comisionado de Instituciones Financieras, la institucion financiera debera retener de los fondos generados por el prestamo garantizado por esta hipoteca, un balance suficiente para saldar y cancelar dicho(s) gravamen(es), que existe(n) un(los) cheque(s) el(los) cual(es) dicho Reglamento numero 5337 requiere que la institucion financiera remita al acreedor(s) correspondiente(s) para la cancelacion de tal (es) gravamen(es) aunque esto no constituye una garantia absoluta de que ello asi sera hecho. Que el dueño de la propiedad hipotecada mediante esta escritura tiene el derecho a requerir que tal(es) gravamen(es) sean cancelado(s) en el mismo acto de este financiamiento, y que de renunciar voluntariamente a ese derecho el (los) compareciente(s) quedan advertido(s) y estarian consciente(s) de los riesgos y consecuencias de que dicho (s) gravamen(es) no sean cancelado(s) y que bajo las disposiciones del Truth in Lending Act, en los casos en que estas disposiciones sean aplicables, la institucion financiera no tiene obligacion de desembolsar todo ni parte del prestamo garantizado por esta hipoteca hasta que en los casos apropiados, el deudor hipotecario renuncie al derecho de rescindir (cuando ello asi proceda segun las causas establecidas para renunciar dicho derecho) o hasta haber transcurrido el periodo durante el cual el tiene derecho a rescindir, el prestamo. Hechas estas advertencias, el (los) compareciente(s) ha(n) renunciado al derecho de exigir que tal(es) gravamen(es) sean cancelado(s) en este mismo acto repetido. LA FE.



Jeannie Rivera Figueroa

THIS IS PHOTOCOPY OF THE ORIGINAL
DEED NUMBER 5337 AND NO CHANGES
OR ADDITIONS HAVE BEEN MADE.

NOTARY PUBLIC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN THE MATTER OF:

JEANNIE RIVERA FIGUEROA

Debtor(s)

CASE NO. 12-04831 ESL

CHAPTER 13

VERIFIED STATEMENT


I, José F. Cardona Jiménez of legal age, single, Attorney for Banco Popular Puerto Rico and resident of San Juan, Puerto Rico, declare under penalty of perjury as follows:

That as to this date December 15, 2016, by a search and review of the records kept by BANCO POPULAR PUERTO RICO - MORTGAGE DIVISION in the regular course of business in regard to debtor account with this bank there is no information that will lead the undersign to belief that debtor is a regular service member either on active duty or under a call to active duty, in the National Guard or as a Commission Officer of the Public Health Services or the National Oceanic and Atmospheric Administration (NOAA) in active duty.

The bank has not received any written notice from debtor that his military status has change as to this date.

That as part of my search I examined the documents and records available to me within our computer system.

IN TESTIMONY WHEREOF I SIGN THESE PRESENTS under penalty of perjury, in San Juan, Puerto Rico this 15th day of December, 2016.





Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: RIVERAFirst Name: JEANNIE

Middle Name:

Active Duty Status As Of: Dec-15-2016

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350